

SO ORDERED.



TIFFANY & BOSCO
P.A.

Dated: March 25, 2011

2525 EAST CAMELBACK ROAD
SUITE 300

PHOENIX, ARIZONA 85016

TELEPHONE: (602) 255-6000

FACSIMILE: (602) 255-0192

A handwritten signature in black ink, appearing to read "Redfield T. Baum", is written over a horizontal line.

REDFIELD T. BAUM, SR
U.S. Bankruptcy Judge

Mark S. Bosco
State Bar No. 010167
Leonard J. McDonald
State Bar No. 014228
Attorneys for Movant

11-04989

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

IN RE:

Gary Wells Jones, II
Debtor.

HSBC Bank USA, National Association, as Trustee
for the holders of Nomura Asset Acceptance
Corporation, Alternative Loan Trust, Series 2005-
WF1

Movant,
vs.

Gary Wells Jones, II, Debtor, William E. Pierce,
Trustee.

Respondents.

No. 2:11-BK-03755-RTBP

Chapter 7

ORDER

(Related to Docket #14)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated December 20, 2004 and recorded in the office of
3 the Yavapai County Recorder wherein HSBC Bank USA, National Association, as Trustee for the holders
4 of Nomura Asset Acceptance Corporation, Alternative Loan Trust, Series 2005-WF1 is the current
5 beneficiary and Gary Wells Jones, II has an interest in, further described as:

6 LOT 2952, VERDE VILLAGE, UNIT SIX, ACCORDING TO THE PLAT OF RECORD IN
7 THE OFFICE OF THE YAVAPAI COUNTY RECORDER IN BOOK 15 OF MAPS, PAGE 39
8 AND SCRIVENER'S ERROR RECORDED NOVEMBER 14, 1984 IN BOOK 1677 OF
OFFICIAL RECORDS, PAGE 20, EXCEPTING ALL OIL, MINERALS, ORE AND METALS
AS RESERVED IN THE DEED RECORDED IN BOOK 187 OF DEEDS, PAGES 331-333
ICity], Arizona 86326

9 IT IS FURTHER ORDERED that Movant may contact the Debtor by telephone or written
10 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
11 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
12 with the Debtor. However, Movant may not enforce, or threaten to enforce, any personal liability
13 against the Debtor if Debtors' personal liability is discharged in this bankruptcy case.

14 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
15 to which the Debtor may convert.
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